

REQUEST FOR PROPOSALS (RFP)
RFP #22-DRINYF-20

New York State Department of State
Office of Planning, Development and Community Infrastructure
for
Downtown Revitalization Initiative and New York Forward Consultant RFP

KEY DATES

Release Date:	September 16, 2022
Deadline for Questions:	October 5, 2022
Questions and Answers Posted:	October 14, 2022
Proposal Due Date:	October 28, 2022, 11:59 PM

As detailed in Section 1.2 of the RFP, this procurement is currently in a restricted period. All contacts and inquiries shall be made by email to the designated contact for this procurement at the following address:

Email: Catherine.Traina@dos.ny.gov
(include in subject line: "RFP#22-DRINYF-20 <name of vendor>")

Refer to <https://dos.ny.gov/funding-bid-opportunities> to review responses to all inquiries.

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1. INTRODUCTION

1.1 Overview

PROJECT OVERVIEW

The New York State Department of State (DOS), Office of Planning, Development and Community Infrastructure (OPDCI) is seeking consultants to provide planning services for the next 5 years for the following programs:

- The Downtown Revitalization Initiative (DRI) will provide \$100 million in funding annually for 10 communities to jump start revitalization of their downtown areas.
- The newly established New York Forward (NYF) will provide an additional \$100 million in funding annually for up to 30 communities to support revitalization of smaller and rural downtowns.

DOS anticipates engaging multiple consultants, or teams of consultants, under this procurement. Applications will be accepted for each of the ten REDC regions to provide planning services for the selected community through the DRI, as well as for each of the ten REDC regions to provide planning services for all selected communities within each region through NYF. This procurement will result in up to 20 consultants being selected representing each program and region combination. Consultants will submit one application for consideration along with Attachment 5 indicating the Program(s)/Region(s) for which they would like to be considered and the number and type of awards they are interested in. Projects will be assigned throughout the contract term based on final ranking by Region/Program and availability. No more than two awards will be made to any one consultant.

Each consultant or team of consultants will assist the DRI and NYF Local Planning Committees (LPC) with preparing a Strategic Investment Plan for either the DRI and/or NYF areas that builds on previous planning work in their downtowns. Selected Proposers will work with a team of State agencies, including representatives from DOS, ESD, HCR, NYSERDA and other agencies as appropriate. Each plan will include a community vision and goals for revitalization that are based on an assessment of local assets and opportunities and propose a series of implementation-ready projects that will focus public and private investment on revitalization within the downtown area. The proposed projects will address economic development, transportation, housing, energy efficiency, and community development needs. Projects proposed in the Strategic Investment Plans must be viable and economically feasible; must be organized around the central goal of neighborhood transformation; and should leverage additional public and private investments.

PROJECT BACKGROUND

New York State is composed of ten regions, each of which features a [Regional Economic Development Council](#) (“REDC” or “Regional Council”), a key component of the state’s transformative approach to investment and economic development. The ten Regional Councils were established in 2011 for each to develop long-term strategic plans for economic growth within its region. The Regional Councils are public-

private partnerships made up of local experts and stakeholders from business, academia, local government, and non-governmental organizations.



Governor Hochul has made downtown revitalization a central component of the State’s economic development policy. The DRI and NYF will accelerate and expand New York’s burgeoning downtown revitalization. The overarching goals of the two programs are to revitalize downtowns and reinvigorate local and regional economies by creating a critical mass of vibrant downtown destinations in each region.

The DRI was introduced in 2016. The ten Regional Councils reviewed proposals from communities in their respective regions, thoroughly evaluated each downtown’s potential for transformation, and nominated one community per region for participation in the DRI. Regional councils then nominated ten additional communities in each of the second through fourth rounds of the DRI in 2017-2019, and nineteen communities were nominated in the fifth round of the DRI in 2021.

Each community’s DRI Area was awarded \$10 million for planning and implementation (with the exception of Chinatown which was awarded \$20 million in DRI Round 5). A consulting firm was assigned to work with each community to complete a Strategic Investment Plan that identified specific projects that aligned with each downtown area’s unique vision for revitalization. The plans guide the use of DRI implementation funding for each community.

These communities and corresponding regions can be viewed at the following webpage:
<https://www.ny.gov/programs/downtown-revitalization-initiative>

The NYF was introduced by Governor Hochul in 2022 and will support a more equitable downtown recovery for New York's smaller and rural communities, with a focus on hamlets and villages. Like DRI, the REDC's will review applications from their regions, evaluate the potential for transformation of each downtown, and nominate 2-3 communities per region for participation in the NYF. For NYF, each REDC will nominate either two communities funded at \$4.5 million each, or one community funded at \$4.5 million and 2 communities funded at \$2.25 million each for planning and implementation of downtown revitalization.

1.2 Designated Contact

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on all communications between DOS and Proposers during the procurement process. Proposers are restricted from making contacts from the earliest notice of intent to solicit offers/proposals, through final award and approval of the Procurement Contract by DOS, and, if applicable, the Office of the State Comptroller ("restricted period"), to anyone other than designated staff, unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a).

As such, DOS identifies the following designated contact to whom all communications, including technical questions, requests for clarification, or any attempt to influence this procurement, must be made. In compliance with the Procurement Lobbying Law, Catherine Traina has been designated the primary contact for this procurement solicitation and may be reached by email or surface mail for all inquiries regarding this solicitation.

Catherine Traina
NYS Department of State
Bureau of Fiscal Administration
1 Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231
RFP #22-DRINYF-20

By email: Catherine.traina@dos.ny.gov
Include in subject line: "RFP#22-DRINYF-20 <name of vendor>"

DOS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Proposers pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, Proposers are debarred from obtaining governmental Procurement Contracts.

For further information regarding these statutory provisions, see the Lobbying Statute Summary in Section 7.1.13 of this solicitation.

1.3 Term of Contract

The contract shall be effective upon approval of the NYS Office of the State Comptroller. The anticipated contract term is 5 years. DOS shall have no liability under this RFP to the successful Proposer for consulting services, or to any other party, beyond funds available for this RFP.

DOS will negotiate the contract for services in fulfillment of the needs of this RFP on the basis of demonstrated competence and qualifications. Contract negotiations may include, but are not limited to, the selected Proposer's price proposals to ensure work is accomplished at fair and reasonable rates.

This agreement may be canceled at any time by the DOS giving to the contractor not less than thirty (30) days written notice that on or after a date therein specified this agreement shall be deemed terminated and canceled.

1.4 Eligible Proposers

Any for-profit organization is eligible to apply under this procurement.

1.5 Proposer's Minimum Qualifications

Proposals must be received by the due date and time stated on the cover page of this RFP. Any proposer that fails to meet this criterion may be eliminated without further evaluation.

1.6 Subcontracting

For Proposers engaging subcontractors to work under this contract, the lead Proposer must provide the majority of the services contemplated in the Scope of Work, or more than 50 percent. If using a subcontractor, the Proposer is responsible for the performance of any services provided by the partners, consultants or other organizations engaged and must coordinate how each plans to participate.

Subcontractors may be a not-for-profit or for-profit organization. Not-for-profit organization shall mean any not-for-profit corporation exempt from taxation under Section 501(c)(3) of the internal revenue code.

1.7 Proposer's Preferred Qualifications

Preference will be given to Proposers with:

Knowledge & Expertise

- **Industry/Sector knowledge:** Experience in developing community development plans that incorporate the following:
 - Economic development: Community-based economic development plans that build on and strengthen local and regional economic assets; appropriate incentives and other tools to promote local economic growth; and local and regional trends related to retail and commercial markets and natural resources and tourism;

- Transportation and complete streets: Transportation needs assessments; creative approaches to travel and circulation in a downtown setting including pedestrian, public transit, and cycling; and integration of the complete streets approach;
 - Housing: Evidence-based housing needs assessments and strategies to address those needs in the core of the downtown, which may include market-rate rental housing, owner occupied, single family, and multifamily housing, and affordable housing;
 - Decarbonization: Identify actions and opportunities where decarbonization strategies can be implemented in the community, transportation system, and built environment. These strategies should be prioritized when linked to other co-benefits, such as but not limited to: resiliency, health, comfort, etc.
 - Infrastructure: Repair, redevelopment, relocation, and/or management of both underground and above-ground infrastructure in a cost-effective manner that will result in viable, marketable downtown assets and will increase resilience to future climate risks;
 - Land use: Opportunities to update and modernize local land use laws and regulations, development tools to optimize land use patterns, and establishment of downtown redevelopment as an objective in the planning and approval processes;
 - Natural and cultural resources: Opportunities to enhance natural and cultural infrastructure, and approaches for preservation and enhancement of natural and cultural resources, community waterfronts, and other public recreational resources;
 - Sustainable building and design: Construction and design of decarbonized and healthy affordable housing, decarbonized commercial and institutional buildings, renewable energy installations, community-based renewable energy projects, and other green infrastructure.
- **Land regulation:** Experience in interpreting and developing comprehensive and other land use plans, zoning, design guidelines, and other regulations, and in designing implementation-ready projects that include land use planning, acquisition, regulation, form-based codes, building codes, planning for constructability, transit-oriented development, and a smart growth approach.
 - **Community planning:** Experience in planning that integrates all aspects of a community's social, cultural, economic, and political environment; engages diverse populations, including immigrants and non-English proficient populations; produces consensus results with the community speaking with one voice; and sets activities and priorities for local governments in establishing a community's future.

Functional Expertise:

- **Information and economic analysis:** Experience conducting applied information management; data collection from various government and other public sources; conducting economic research (labor costs, employment trends, gross regional product, etc.) and market/industry sector analysis; identifying capital/financing opportunities and sources; and conducting pro-forma real estate analysis.
- **Policy analysis:** Experience analyzing the effects of zoning, land use regulations, and other regulatory programs and requirements.

- **Construction and project cost estimation:** Experience estimating project costs, including construction, operations and maintenance, and indirect costs; and project benefits, including both financial and non-financial (social and/or cultural) benefits.
- **Design and engineering:** Experience developing conceptual plans and designs for public and private construction projects, including infrastructure, parks and open space, decarbonization strategies, new construction, and renovation.
- **Public engagement and community outreach:** Experience leading public meetings and developing and carrying out engagement strategies to reach a broad and inclusive population, including non-English proficient populations, through techniques such as charrettes, surveys, stakeholder interviews, social media, information booths, and storefront information centers.
- **Report writing:** Experience writing comprehensive, detailed reports that clearly articulate an overarching narrative while providing the detail necessary for future implementation; and synthesizing and presenting data from multiple sources.
- **Sub-contracting:** Experience managing sub-contractors in general planning efforts or in subject-specific areas (e.g., environmental impact, infrastructure development, shoreline development); and operating as a sub-contractor to a vendor managing multiple planning and subject-specific firms.
- **Process management:** Experience coordinating complex projects involving multiple disciplines, and managing and scheduling work to meet short deadlines.

Recognizing the broad scope of requirements for the DRI and NYF programs, Proposers are encouraged to consider a team relationship with other firms or not-for-profit organizations to demonstrate multi-sector knowledge, the ability to leverage a wide range of functional capabilities, formulate scalable solutions, and develop implementation-ready projects. Proposals that include a team of consultants must identify a Lead Proposer who will be the responsible party for all purposes including contract award and contract execution. Specialized firms may be a part of more than one team but must demonstrate their capacity to support multiple planning efforts. Firms collaborating with non-profit or educational institutions or other not-for-profit organizations in innovative ways that deliver higher-value results are also encouraged, and the demonstration of those capabilities will be part of the evaluation criteria. All decisions by the State regarding firm capacity are final.

2. SCOPE OF WORK

The purpose of this Solicitation is to identify consultants who will lead the development of DRI and/or NYF Strategic Investment Plans for each of the ten regions for the next five (5) years of funding. Consultants will be awarded contracts for the programs and/or regions awarded in amounts as follows:

- One award not to exceed \$300,000 per funding year in planning services for DRI communities that receive \$10 million.
- One award not to exceed \$650,000 per funding year in planning services for up to three NYF communities:

- \$250,000 per funding year for each NYF community receiving \$4.5 million.
- \$200,000 per funding year for each NYF community receiving \$2.25 million.

Contracts with selected proposers will be executed by the Office of the State Comptroller (OSC) and managed by the Department of State (DOS). Contracts are expected to be developed in late 2022, for an amount to be determined based on the information provided above. At that time, Selected Proposers will be awarded contracts for one or more DRI and/or NYF REDC region(s), dependent upon an assessment of their qualifications and capacity. No more than two awards will be made to any consultant.

Selected Proposers will receive payment based on successfully completing the tasks and key deliverables, as set forth below, as will be further developed in the final scope attached to the contract. The report format and timing for submission will be articulated in the contract.

The Selected Proposers will provide assistance and support to one or more Local Planning Committees and the State in completion of DRI and NYF Strategic Investment Plans.

The DRI/NYF process is characterized by the following:

A. Coordinated Approach

During the contract period, the State may convene Selected Proposers from various REDC regions, either in person or virtually, to jointly discuss and develop uniform approaches to certain aspects of the DRI and NYF. Topics may include, but are not limited to, project profile content, cost-benefit analyses, performance indicators and metrics, presentation of materials, energy efficiency strategies, and public engagement techniques. Selected Proposers may also be asked to prepare presentations for the Secretary of State, the REDCs, or other stakeholders.

B. Local Planning Committee Coordination

The Selected Proposer will be expected to organize, prepare for, staff, and report on regular Local Planning Committee meetings, which may be in-person or virtual at the discretion of the State and the committee members. In the case of virtual meetings, the Selected Proposer will be expected to provide an appropriate technical platform. Meetings will be held at regular intervals consistent with each community's planning process, likely on a monthly basis. It is anticipated that the Local Planning Committee will include local municipal leadership as well as community representatives and other key local and regional stakeholders. Meetings will be open to the public and should accommodate a means for the public to provide comments.

C. Community Engagement

The Selected Proposer shall carry out public engagement events and other activities as will be defined by the State and the Local Planning Committee in order to fully engage residents, businesses and other key groups in the downtown, and to encourage participation from a broad and diverse population. A robust community engagement process is encouraged, and Selected Proposers should be prepared to support a variety of initiatives throughout the process, and to proactively encourage and facilitate participation by all sectors of the local population, including non-English speaking communities, communities with mobility challenges, and other underrepresented groups. Proposers should identify effective and creative approaches

to virtual public engagement that may be employed as needed. All activities will build on public engagement efforts conducted during development of the Community's application and will include at least three public meetings or workshops; an interactive web presence which may be hosted on the community's website or as a stand-alone site which the Consultant would be responsible for providing, at the discretion of the community and the State; and focus groups or interviews with selected stakeholder groups. Additional activities may include but are not limited to charrettes, surveys, information booths, and storefront information centers. All public events must include an opportunity for attendees to provide feedback, and an opportunity for citizens who cannot attend to provide feedback. Each event must include public notice, outreach to underserved communities and displaced stakeholders, information gathering from those attending, and the collection and inclusion of feedback into the ongoing planning process.

D. Downtown Profile and Assessment

Working with the Local Planning Committee and key municipal representatives, and drawing on existing plans and strategies, the Selected Proposer will develop a profile of the downtown that includes, as appropriate, the following:

- A description of the boundaries of the DRI or NYF Area and its context within the region;
- A summary of past planning efforts;
- A description of how potential revitalization of the DRI or NYF Area relates to strategies and priorities in Regional Economic Development Council (REDC) plans;
- A description of present conditions in the DRI or NYF area, such as: critical issues; current advantages and opportunities; socio-economic characteristics; housing availability and characteristics; physical characteristics; historic and cultural resources; environmental constraints; transportation and infrastructure; retail outlets for healthy and affordable food; anchor institutions and significant employers; and the regulatory context, including existing land uses, recreational opportunities, vacant and underutilized sites, and status of zoning and other land use regulations;
- Key findings from retail, housing, or other relevant market analyses;
- A description of recent, ongoing and planned projects; and
- A description of the local organizational and management capacity to effect change.

The downtown profile and assessment will provide a clear, concise and compelling narrative that identifies the unique characteristics of the DRI or NYF Area and its strengths, opportunities, and challenges. The profile and assessment shall support the DRI or NYF vision, goals, strategies, and projects proposed in the Strategic Investment Plan.

E. Downtown Vision and Goals

The Selected Proposer shall assist the Local Planning Committee in developing goals that build upon the vision for downtown revitalization as articulated in the community's application and as refined during the planning process. The goals should incorporate, as appropriate, the following fundamental objectives:

- Creation of an active, desirable downtown with a strong sense of place;
- Attraction of new businesses (including "Main Street" businesses) that create a robust mix of shopping, dining, entertainment and service options for residents and visitors, and that provide job opportunities for a variety of skills and salaries;
- Enhancement of public spaces for arts and cultural events that serve the existing members of the community but also draw in attendees from around the region;
- Building a diverse population, with residents and workers supported by complementary diverse housing and employment opportunities;
- Growing the local property tax base;
- Amenities to support and enhance downtown living and quality of life; and
- Reduction of greenhouse gas emissions by creating compact, walkable development patterns that increase public transit ridership and by supporting efficiency and electrification of buildings, installation of onsite renewable energy generation, and electric vehicle charging.

F. Revitalization Strategies and Projects

Based on the downtown vision and goals, the Selected Proposer shall guide the Local Planning Committee in development of creative and ambitious strategies and projects to direct future development and investment in the downtown. Strategies will address how the community hopes to accomplish the goals to realize its vision.

Each project must be supported by a strategy and represent a holistic approach to downtown revitalization. Projects and strategies may include both those proposed in the community's application and any additional actions identified by the Local Planning Committee and the Selected Proposer during the planning process.

Strategic Investment Plans will include a list of projects that may be implemented with a variety of public and private resources, including but not limited to DRI or NYF award funds. For each project proposed for funding, a detailed profile is required that presents the project in the context of the overall revitalization plan and describes the relationship of the project to other projects.

The Selected Proposer shall assist the Local Planning Committee in identifying, evaluating, and selecting catalytic projects as candidates for implementation using the DRI or NYF funding from among those projects identified in the community's application and through the planning process. This may include working directly with multiple project sponsors to shape project proposals to address strategies identified by the Local Planning Committee. Projects recommended for funding should be key to the overall revitalization strategy and have the potential to leverage additional investment.

To convey context and the interconnectivity of projects, the Selected Proposer shall also prepare a graphic representation that presents recommended projects in relationship to each other and to the DRI/NYF area.

G. Project Profiles

For each project recommended for funding, the Selected Proposer shall develop a robust and detailed project profile that provides a clear description of the project including the project budget with proposed use of DRI or NYF funds and uses and sources of other funds, and that presents a clear path forward to implementation. The Selected Proposer will develop the following information at a minimum:

- Project title;
- DRI or NYF funding request and total project cost;
- Project description;
- Project location or address;
- Project sponsor;
- Property ownership;
- Capacity of project sponsor to implement and sustain the project;
- Project partners;
- Strategies being addressed;
- Decarbonization strategies and benefits incorporated into the project;
- Anticipated revitalization benefits;
- Public support;
- Project budget, phasing, and sources and uses of other funding;
- Feasibility and cost justification, including a detailed and accurate cost estimate;
- Regulatory requirements;
- Images of current and proposed conditions for each project, including photographs of existing conditions and a rendering of completed projects;
- Timeframe for implementation and project readiness;
- Performance indicators or metrics and a monitoring framework to track progress; and
- Other, as may be requested.

The Selected Proposer must be prepared to dedicate substantial effort to developing project profiles, and should ensure that the team has the appropriate expertise and capacity to evaluate project feasibility, develop detailed and accurate cost estimates and a realistic budget, complete pro-formas as required, and undertake targeted economic assessments, market studies, and/or other analyses as appropriate to demonstrate the feasibility and potential impact of the project on the overall economic health of the downtown area and surrounding region. In addition, the Selected Proposer must prepare renderings of all proposed projects.

At the request of the Local Planning Committee, the Selected Proposer may also prepare more limited project profiles or brief descriptions of additional projects and initiatives that the Local Planning Committee wishes to include in the Strategic Investment Plan without a recommendation for funding.

H. Strategic Investment Plan

The Selected Proposer shall develop and present to the Local Planning Committee the findings and recommendations leading to downtown revitalization in a Strategic Investment Plan. It is expected that the plan will be well-written with editorial support provided leading to a cohesive, well-articulated and compelling document. Changes or edits requested by the Local Planning Committee and DOS will be incorporated into a Final Strategic Investment Plan and presented to the DOS for acceptance.

The Final Strategic Investment Plan will include identification of economic development, transportation, housing, and community projects that align with the community's vision of downtown revitalization and that can be leveraged for additional investment. A detailed framework for a Strategic Investment Plan and project profile is attached (see Attachment 15). It should be noted that the guidance document attached is illustrative only and will be updated for DRI Round 6 and NYF. All such plans shall be organized and presented in a manner determined by DOS, in consultation with the Selected Proposer.

Following submission of the plan, a Selected Proposer may be called on to make additional edits to the plan and to answer questions about projects recommended for funding.

I. Back-up Materials

The Selected Proposer will be expected to provide all relevant documents utilized in the planning process in a manner prescribed by DOS. In addition to other documents, an electronic folder for each recommended project in the Strategic Investment Plan shall be provided with all back-up materials to include images, application submission, renderings, pro-formas and any other related documents utilized in the planning process or requested by DOS.

Anticipated Project Timeline for 2022-2023:

- Fall 2022: DRI and NYF communities selected
- December 2022: Planning firms begin work with selected communities
- June 2023: Draft Strategic Implementation Plan complete, including project profiles
- July 2023: Final Strategic Implementation Plan complete
- August - November 2023: Expected conclusion of work and project closeout (Selected Proposers may be asked to make revisions and/or undertake other tasks following submission of the Final DRI Plan).

Please note: DOS reserves the right to change any of the dates stated in this Solicitation.

3. ELIGIBLE COSTS

Costs must be adequately justified and directly support the scope of work for the proposed contract. Proposed project costs must be essential to project completion.

The following costs will be eligible for reimbursement under the contract resulting from this RFP:

- Billable rates indicated in the Cost Proposal, for actual time spent in direct support of the scope of work
- Costs from sub-consultants retained for assistance with project tasks
- Expenses for services and supplies necessary to complete the project
- Travel at the GSA rates, including but not limited to transportation, parking, hotels and meals; not to exceed state rates. Travel to New York State by vendors or subcontractors located outside of New York is allowable at the GSA rates.

4. INELIGIBLE COSTS

The following costs are not eligible for reimbursement under the contract resulting from this RFP:

- Expenses including but not limited to: alcohol prizes and awards, honoraria, lobbying expenses, fund-raising events/expenses, proposal writing costs, taxes, fines and penalties, deficit funding and religious activities
- Costs incurred prior to the contract start date
- Out of state travel
- Meals, except for employees in travel status
- Costs that are not adequately justified or that do not directly support the scope of work

5. PROPOSAL SUBMISSION

5.1 Question Submission and Agency Response

Questions and requests for clarification regarding this RFP shall only be directed to the Designated Contact. Communications are only accepted via email, or in writing, and must be submitted by the date posted on the cover page of this RFP. Official answers to questions will be posted on the DOS's website at <https://dos.ny.gov/funding-bid-opportunities> on the date stated on the cover page of this RFP.

By submitting a proposal, Proposer agrees to all terms and conditions of this RFP and the terms of the Sample Contract attached here as Attachment 16. Any questions regarding the terms and conditions of this RFP and the sample contract attached must be submitted prior to the Questions Due Date stated on the cover of this RFP. Exceptions to the terms of this RFP or the terms and conditions of the sample contract will not be considered unless they are submitted as a question during the Q&A period.

5.2 Method for Issuing Clarifications or Modifications to the RFP

The issuance of clarifications or modifications to this RFP will be posted on the DOS's website at <https://dos.ny.gov/funding-bid-opportunities> and may occur within the posting of official answers to questions (see cover page for posting dates).

5.3 Submission of Proposals

Proposals must be received on or before the Proposal Due Date listed in Key Event Dates on the cover page of this RFP. Proposer assumes all risks for timely, properly submitted proposals. Only those contractors who furnish all required information will be considered for evaluation. LATE PROPOSALS WILL NEITHER BE ACCEPTED NOR REVIEWED.

Proposals and all required forms must be submitted electronically. Electronic proposals should be signed and submitted in two pdf documents (Technical Proposal in one document, Cost Proposal in a separate document) to the DOS Procurement mailbox at dos.sm.procurement@dos.ny.gov. For the purposes of this RFP, electronic signatures are considered to be the same as a hard copy signature. No financial proposal or pricing information may be included in the Technical Proposal. Technical and Cost Proposals should be submitted as separate documents and identified with: (1) DRI/NYF Consultant RFP, 22-DRINYF-20; (2) the name of the Proposer, and (3) labeled "Technical Proposal" or "Cost Proposal" as applicable. It is strongly recommended that proposals be submitted no later than two days before the due date in case there are technical difficulties with the submittal. DOS is not responsible for applications that are not

received due to technical issues. DOS will confirm receipt of proposals, but the Proposer is responsible for ensuring that their proposal was received. Applicant acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of their application regardless of whether the original of said application is in existence. Electronic proposals must be received by 11:59 pm on the due date listed on the cover of this RFP.

The State of New York will not be held liable for any cost incurred by the contractor for work performed in the preparation and production of a proposal or for any work performed prior to the formal execution and approval of a contract.

Proposals must remain open and valid for 365 days from the due date, unless the time for awarding the contract is extended by mutual consent of DOS and the Proposer. A proposal shall continue to remain an effective offer, firm and irrevocable, subsequent to such 365-day period until either tentative award of the contract(s) by the issuing office is made or withdrawal of the proposal in writing by Proposer. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing office to the successful contractor(s), who shall thereupon be obligated to execute a formal contract. This RFP remains the property of the State at all times, and all responses to this RFP, once delivered, become the property of the State.

5.4 Packaging of RFP Response

Each page of the proposal should be numbered consecutively from the beginning of the proposal through all appendices. Forms and attachments submitted should be complete and legible and include original signatures where requested. DOS prefers that the substantive portion of the Proposals (excluding resumes, procurement forms, and any samples of relevant experience) will not exceed 10 double-sided pages.

5.5 Elements in the Response

Proposers may respond to this RFP to perform the work as an individual consultant or as a team of consultants. Experience in previous rounds has shown teams of consultants allow for the broadest range of expertise and capacity to undertake the work in the timeframe expected. Proposals that include a team of consultants must identify a Lead Proposer who will be the responsible party for all purposes including contract award and contract execution. Specialized firms may be a part of more than one team but must demonstrate their capacity to support multiple planning efforts. Firms collaborating with non-profit or educational institutions or other not-for-profit organizations in innovative ways that deliver higher-value results are also encouraged, and the demonstration of those capabilities will be part of the evaluation criteria. All decisions by the State regarding firm capacity are final.

Each proposal must include two distinct sections:

1. Section 1 – Technical Proposal, and
2. Section 2 – Cost Proposal

No financial proposal or pricing information may be included in a Proposer's technical proposal.

5.5.1 Elements of the Technical Proposal

The Proposer's technical proposal must contain, at a minimum, the following completed documents signed by an official authorized to bind the Proposer to the provisions of the RFP. Failure to submit the required documents may result in the proposal being deemed nonresponsive.

(1) Technical Proposal Transmittal Sheet (Attachment 4)

Proposers must submit a complete Technical Proposal Transmittal Sheet with original signature. For the purposes of this RFP, electronic signatures are considered to be the same as a hard copy signature. The transmittal letter response should attest that the Proposer has the demonstrated knowledge and expertise in the services sought in the RFP.

(2) Executive Summary and Experience

Submit an executive summary outlining key points of the proposal and how the individual components will be undertaken. Provide the contact information for the project manager including the name, address, phone and fax numbers, and email address.

Describe overall how the experience of the proposed team(s) relates to the scope of work proposed, specifically demonstrating experience with the preferred qualifications listed in Section 1.7 of the RFP.

Provide up to three precedent projects undertaken by the Proposer that are similar in scope, geography and substance to the Solicitation. In addition to a description, the Proposer may provide illustrative and/or written samples of the Proposer's similar work products for each project, including charts, figures, illustrations and/or written findings, with any sensitive, non-public information redacted as necessary.

(3) Capacity to Perform Services

The Proposer should describe the capacity of the team(s) being proposed to undertake the scope of work which may entail multiple planning processes at once.

The proposer shall complete Attachment 5 indicating whether the Proposer would like to be considered for one or two awards and identifying the specific program (DRI and/or NYF) and REDC regions for which Proposers are applying. The Proposal shall include a statement regarding the ability of the Proposer to support the number of planning projects applied for (note DRI will include one community annually, NYF will include up to three communities annually with a focus on smaller, more rural communities), as well as their ability to assemble teams in multiple regions (if applicable).

Proposers should submit a staffing proposal for each project applied for, including:

- Identification of all individuals who will be responsible for leading and staffing each phase of work as part of a description of proposed team structure;
- Qualifications and experience of each staff member that would be assigned to complete the work under this solicitation, including the availability of any relevant

subject matter experts, to demonstrate how the proposed team has deployed its services to projects comparable in size, scope, and complexity to this effort;

- A description of how each sub-consultant will work in connection with the broader Consultant team to fulfill the Scope of Services, distinguishing the roles, responsibilities and commitment of each team member;
- Organization chart with name and official title of each team member, and including the Functional Title listed in Section 5.5.2 under which each team member will be categorized;
- Percentage of effort proposed for each team member;
- Professional licensing information, as appropriate; and,
- Resumes for all team members to be assigned to the project.

(4) Technical Approach and Methodology

The Proposal shall include a description of the Consultant's technical approach to accomplishing the key actions and deliverables outlined in the Scope of Services and shall demonstrate their understanding of the needs and objectives of the work proposed. Proposers shall include a timeline for the project showing the ability to complete the project within the allotted timeframe.

The Proposer should describe how the technical approach may vary depending on the size, location and other key characteristics of each downtown area, the capacity of the community, and the program (DRI or NYF).

The Proposer shall describe their ability and intent to utilize innovative and varied approaches and techniques for accomplishing the objectives of this program, in terms of strategies for downtown revitalization, inclusive public engagement, local capacity-building, and transferability that can vary depending on the needs of any particular downtown.

5.5.2 Elements of the Cost Proposal

The Proposer's cost proposal must contain, at a minimum, the following completed documents signed by an official authorized to bind the Proposer to the provisions of the RFP. Failure to submit the required documents may result in the proposal being deemed nonresponsive.

1. Non-Collusive Bid Certification (Attachment 1)
2. Conflict of Interest Statement (Attachment 2)
3. Lobbying Form (Attachment 3)
4. Diversity Practices Questionnaire (Attachment 6)
5. Executive Order 16 Certification (Attachment 9)
6. Consultant Disclosure Form A (Attachment 10)
7. ST-220-CA (Attachment 11)
8. MWBE Utilization Plan – Form D (Attachment 12)
9. SDVOB Utilization Plan – Form SDVOB 100 (Attachment 13)

The Proposer's cost proposal should also contain the following completed forms:

(1) Cost Proposal Transmittal Sheet (Attachment 7)

The sheet must be signed by an official authorized to bind the Proposer to the provisions of the RFP and the Proposer's response. The signed cover sheet includes an attestation that the Proposer's Cost Proposal will remain valid for a minimum of 365 days from the RFP proposal due date. All relevant fields should be complete and legible. A scanned signature or an electronic signature are both acceptable.

(2) Cost Proposal Bid Form (Attachment 8)

The Cost Proposal must include a completed Cost Proposal Bid Form (Attachment 8). The Cost Proposal Bid Form will list rates for each of the Functional Titles listed below as well as Estimated Hours for each Functional Title, totaling 2,000 hours. Proposers will then multiply the rates times the estimated hours for each Functional Title and total the overall project cost on the Cost Proposal Bid Form. No alterations may be made to the Cost Proposal Bid Form; submission of an altered Cost Proposal Bid Form may disqualify the Proposer. Proposers will use the Cost Proposal Bid Form to identify prices for contract activities listed in this RFP. All costs associated with the contract activities must be included in hourly rates listed on the Cost Proposal Bid Detail Sheet.

The following represents the general descriptions for the staffing categories to be utilized on the Cost Proposal Bid Form and, if awarded, in the resulting contract.

Functional Titles:

Engagement Partner: The Engagement Partner should have at least five (5) years' experience in community planning, downtown revitalization, and/or economic development projects, three (3) of those years serving in a leading role on three (3) or more projects for private or public entities which includes a state, local, or Federal agency, or public authority within the United States. The engagement partner will manage and direct the overall team in the implementation of the project.

Project Manager: The Project Manager will coordinate and delegate the assignments to the staff and sub-consultants and serve as the point of contact for DOS regarding new issues, project status, meetings, and deliverables. The Project Manager should have at least three years of experience and a strong working knowledge of the proposed methodologies, tools and techniques related to community planning, downtown revitalization, and economic development.

Senior Analyst: The Senior Analyst working under the Project Manager will be responsible for performing the more complex analytical work, depending on the project, as well as day-to-day activities. The Senior Analyst will be expected to oversee a functional team. The Senior Analyst should demonstrate experience in one or more of the following areas: planning, economic and market analysis, landscape architecture, engineering, or design.

Associate Analyst: The Associate Analyst will complete day-to-day project activities under the supervision of the Project Manager and the Senior Analyst.

Analyst: The Analyst will assist in the completion of day-to-day project activities under the supervision of the Senior Analyst or Associate Analyst.

All staff performing work under this contract must be billed using the Functional Titles listed above in accordance with the Functional Title listed in the Organization Chart submitted with the proposal.

Please note that Selected Proposers will be required to complete all tasks and products to the satisfaction of the State and incur expenses reasonably required to do so.

The Cost Proposal Bid Form is structured to allow the Department to evaluate rates proposed by each Proposer. The form should be completed based on a DRI proposal for one community (which is capped at \$300,000 total), or a NYF proposal for one community, however the rates entered will apply to awards made for any DRI and/or NYF awards received. Proposed rates and hours should be entered reflecting that the Proposer will complete all tasks required by Section 2 of this RFP. This form is for illustrative purposes only – the Department anticipates that the Proposer will incur costs for sub-consultants and other expenses outlined in Section 3 of the RFP and all adjusted costs will be reflected (up to the amounts listed in Section 2 of this RFP) when the actual contract budget is developed. See the budget included in the Sample Contract attached here as Attachment 16 for an example of how the contract budget will be structured.

Invoices should be submitted to DOS monthly for review. Once approved, payments will be disbursed by the Office of the State Comptroller. Reimbursement will not exceed the total annual amount of the contract.

Proposers will submit pricing which will be utilized and applicable for the first year of the contract. Subsequent years of the contract will be subject to a one-time price increase of the lesser of two percent (2%) or the percent increase in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington D.C., 20212 for the twelve (12) month period ending three (3) calendar months prior to the anniversary date of the first year of the contract.

The price increase stated above is applicable only to those fees paid by DOS. No increases to third party fees are allowed during the contract period unless authorized by DOS.

5.5.3 Price Increases

All specific rates of pay shown in Attachment 8 – Cost Proposal Bid Form are eligible for rate adjustments. They may be adjusted annually by the lower of either the percent change for the Producer Price Index (PPI; as calculated by the U.S. Department of Labor - Bureau of Labor Statistics) for the most recent final month, or 2.0 percent, all subject to current market conditions. If at any time the above Index Series ID is discontinued or becomes unavailable, DOS reserves the right to implement a comparable Index.

Price adjustments using the PPI involve changing the rates of pay shown in Attachment 8 - Cost Proposal Bid Form by the percent change in the level of the PPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated as follows. Take the PPI for 14 months prior to the current date and subtract this figure from the PPI value for the 2nd month prior to the current date. (e.g., if the current date is November, use the August PPI for last year and the August PPI for this year). That result is then divided by the PPI value for 14 months prior to the current date and this result is then multiplied by 100 to equal the percent change that is the price adjustment value. This percentage of increase or decrease

shall be applied to the current contract rates, effective on the latter of the anniversary date or upon notification by DOS.

The following illustrates the computation of percent change:

PPI for current period	136.0
Less PPI for previous period (-)	133.0
Equals index point change	= 3.0
Divided by previous period PPI	÷ 133.0
Equals	= 0.0225
Result multiplied by 100	= 0.0225 x 100
Equals percent change	= 2.25%

The Contractor may not increase pricing without the written consent of the DOS and the approval of the Comptroller. Written requests must be received two months prior to the anniversary date of the contract for possible increases to become effective in subsequent contract years. Such requests shall be limited to one per calendar year and shall include documentation sufficient to demonstrate a need for the requested price change(s). Price changes will only be allowed to cover actual, demonstrated cost increases and will not be approved because the original proposal was too low to cover costs.

Proposals shall include a cost schedule sufficiently detailed to explain the cost assumptions and methodologies used to develop all prices established in the pricing schedule. The cost schedule will not be reviewed for proposal evaluation purposes; it will be used solely as the basis to review any future request to increase prices in the event the Proposer becomes the Contractor. Therefore, it is imperative that the cost schedule be as thorough, accurate and complete as possible in order to provide a clear description of the cost assumptions used in developing the pricing schedule.

6. EVALUATION AND SELECTION PROCESS

6.1 Proposal Evaluation

All proposals are subject to an evaluation by the DOS. The DOS will select the Proposer who will provide the “best value”, taking into consideration qualifications, experience, services and cost, and the consistency of the proposal with the requirements of this RFP. Only proposals judged to be responsive to the submission requirements as set forth in this RFP will be evaluated. The technical and cost sections of each proposal will be evaluated separately, using the criteria described below.

Proposals will be reviewed for conformity with this RFP and will be evaluated for substantive content. The Evaluation Team may request that clarification be provided.

The evaluation process will consist of two phases: Technical Evaluation and Cost Evaluation, as described in the following sections.

6.2 Evaluation Criteria

6.2.1 Technical Proposal Evaluation (78 points)

An Evaluation Panel composed of individuals from DOS will evaluate technical proposals. The final technical score for each proposal will be derived by averaging the raw technical score from each reviewer, carried out to two decimal places, to arrive at the final technical score.

Proposals must score a minimum of 55 points on the Technical Evaluation to be eligible for an award under this procurement.

Technical Proposal Evaluation Factors

- (1) Executive Summary and Experience (24 points): Proposals will be evaluated based on the degree to which they demonstrate experience with the preferred qualifications listed in Section 1.7, either by the lead applicant or their assembled team. Proposals will also be evaluated based on demonstrated successful experience in complex community planning activities having objectives and operating conditions similar to those described in this RFP.
- (2) Capacity to Perform Services (22 points): Proposals will be evaluated on the degree to which it is evidenced there is qualified staff in sufficient numbers that can be assigned and deployed immediately to the tasks described herein and to bring the project(s) to a timely conclusion. In addition, the scoring committee will take into account:
 - a. The proposed team structure, showing how each sub-consultant will work on the team to fulfill the Scope of Services, distinguishing the roles, responsibilities and commitment of each team member.
 - b. The resumes of all person(s) who will be assigned work pursuant to this RFP (through the lead applicant and their assembled team), showing qualifications, educational background, professional accreditation, training and experience.
 - c. The number of projects applied for, as well as the ability to assemble teams in multiple regions. Note, DRI will include one community annually, NYF will include up to three smaller, more rural communities annually.
 - d. Functional Titles, as listed in Section 5.5.2, under which each staff member listed on the organization chart are categorized.
 - e. Percentage of effort proposed for each team member.
- (3) Technical Approach and Methodology (32 points): Proposals will be evaluated on the quality and completeness of the proposed approach to accomplishing the tasks and deliverables as described in the Scope of Services in this RFP. Proposals will also be evaluated on the timeline provided for the project showing the ability to complete the project within the allotted timeframe. In addition, the scoring committee will take into account:
 - a. the Proposer's description of how their technical approach may vary depending on the size, location and other key characteristics of each downtown area, the capacity of the community, and the program (DRI or NYF).

- b. the Proposer description of their ability and intent to utilize innovative and varied approaches and techniques for accomplishing the objectives of this program, in terms of strategies for downtown revitalization, inclusive public engagement, local capacity-building and transferability that can vary depending on the needs of any particular downtowns.

6.2.2 Cost Proposal Evaluation (20 points)

The evaluation and scoring of the costs will be determined independently by DOS' Bureau of Fiscal Management. The Proposer with the lowest overall total project cost in each Region for each Program must receive the maximum number of points awarded for the cost component (20 points). The other Proposers will receive a proportional score using the following formula:

$a = (b/c) \times 20$, where:

- b = lowest cost score;
- c = total cost for the Proposer being scored;
- a = normalized cost score for the Proposer being scored; and
- 20 = total cost points

6.2.3 Diversity Practices Questionnaire (2 points)

The Diversity Practices Questionnaire will be scored in accordance with the established matrix.

6.3 Method of Award

This is a competitive procurement that will result in several contracts to perform services as stated in Section 2 of this RFP. The method of award is best value, which takes into consideration cost as well as technical or non-cost factors.

Each evaluator's individual technical scores will be averaged and carried out to two decimal places to arrive at a final technical score. Technical scores will then be combined with the cost score to arrive at an overall score. Technical scores will account for 80% and cost will account for 20% of the total score. DOS will make the awards based on the highest overall score for each program in each region. Awards will be made to the highest scoring proposer in each Program/Region based on overall ranking and availability. In the event that the awarded Proposer is unavailable or does not have the capacity to take on the project in their awarded Program/Region in future years, DOS may contract with the next highest scoring Proposer who is available and has the capacity to take on the project. All decisions by the State regarding firm capacity are final.

6.4 Evaluation Criteria

Notification of Award

After the evaluation, all Proposers will be notified of the names of the selected Proposer selected for each program and region. The selected Proposers will be notified that their submitted proposal has been

tentatively selected and that a contract will be forthcoming for execution. The original proposal, and any additions or deletions to the proposal become part of the contract.

Public announcements or news releases pertaining to any contract resulting from this RFP shall not be made without prior approval from the issuing office.

7. ADMINISTRATIVE INFORMATION

7.1.1 Confidentiality

Internal drafts of DOS documents must be treated as confidential. In addition, documents obtained and/or produced during the course of the successful Proposer's work under the contract shall be designated as "confidential" or "trade secret."

All individuals performing work under the contract may be required to sign a "confidentiality agreement" that will preclude anyone from revealing or utilizing the information contained in a confidential/trade secret document in connection with any activity other than work under the contract. A sample confidentiality agreement is included here as Attachment 14.

Confidential documents will only be available to individuals on a need-to-know basis, are to be kept and used in a secure setting and cannot be copied. Contractor acknowledges that failure to keep records confidential in accordance with the confidentiality agreement and as otherwise required by the State will be punishable to the fullest extent of the law. Any breach of confidentiality will be deemed to be a breach of contract.

7.1.2 Consultant Assurances

The successful Proposer(s) must agree that it will perform its obligations under the contract in accordance with all applicable Federal, State and local laws, rules and regulations now and hereafter in effect.

The successful Proposer(s) must warrant and affirm that the terms of the RFP, its proposal, and any resulting contract do not violate any contracts or agreements to which it is a party and that its contractual obligations will not adversely influence its ability to perform under the contract.

7.1.3 Subcontracting

Before any part of the contract shall be sublet, the Contractor shall submit to DOS in writing, the name of each proposed subcontractor and obtain written consent to utilize such subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as DOS may require concerning the proposed subcontractor's ability and qualifications.

The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the subcontractors.

The Contractor shall be responsible for informing the subcontractors of all terms, conditions, and requirements of the Contract Documents including, but not limited to the General Conditions and Requirements.

7.1.4 Proprietary Interests

All information and products developed under this contract become the sole property of the DOS. The successful Proposer(s) shall not copyright any material developed under this contract.

7.1.5 Travel

Compensation for travel will be provided at the same rates as established by the Office of the State Comptroller in the State of New York Office of the State Comptroller Travel Manual (<https://www.osc.state.ny.us/agencies/travel/manual.pdf>). Current rates are identified at the following website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

7.1.6 Reporting Requirements

During the term of any contract resulting from this RFP, the successful Proposer(s) shall maintain contact with DOS regarding all communication and transactions relating to the aforementioned contract(s). Upon completion of each assignment, the results must be forwarded to DOS.

See the Payment and Reporting Schedule in the attached Sample Contract for additional information.

7.1.7 Dispute and Conflict Resolution

During the course of the contract between the DOS and the successful Proposer(s), attempts may be made to resolve any disputes between the parties by telephone or by in-person discussions whenever feasible, with follow-up written documentation as appropriate.

7.1.8 Debriefing

Unsuccessful applicants may request the opportunity to be debriefed. Requests must be made in writing within 15 calendar days of receipt of notice of award to the same address to which applications are submitted.

7.1.9 Protest Procedures

In the event unsuccessful Proposers wish to protest the award resulting from this RFP, Proposers should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

7.1.10 Vendor Responsibility Questionnaire

DOS conducts a review of prospective Contractors (Proposers) to provide reasonable assurances that the Proposer is responsive and responsible. A Questionnaire is used for non-construction contracts and is designed to provide information to assess a Proposer's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a proposal, Proposer agrees to fully and accurately complete and submit the "Questionnaire". The Proposer acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Proposer is responsible, and that the State will be relying upon the Proposer's responses to the Questionnaire when making its responsibility determination.

DOS strongly recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at itservicedesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or may contact DOS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

In order to assist the State in determining the responsibility of the Proposer, the Proposer should complete and certify (or recertify) the Questionnaire no more than six months prior to the proposal due date. Please note that a Proposer's Questionnaire cannot be viewed by DOS until the Proposer has certified the Questionnaire. It is recommended that all Proposers become familiar with all of the requirements of the Questionnaire in advance of the proposal opening to provide sufficient time to complete the Questionnaire.

The Proposer agrees that if it is found by the State that the Proposer's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, DOS may terminate the Contract. In no case shall such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

This section shall also apply to any proposed subcontractor performing services under the contract in excess of \$100,000.00, or at the discretion of DOS.

7.1.11 Contractor's Insurance Requirements

Prior to the commencement of the work, the Contractor shall file with the State, Certificates of Insurance evidencing compliance with all requirements contained in the Contract. Such certificate shall be of form and substance acceptable to the State.

Acceptance and/or approval by the State does not and shall not be construed to relieve Contractor of any obligations, responsibilities or liabilities under the Contract.

All insurance required by the Contract shall be obtained at the sole cost and expense of the Contractor; shall be maintained with insurance carriers licensed to do business in New York State; shall be primary and non-contributing to any insurance or self-insurance maintained by the State; shall be endorsed to provide written notice be given to the State, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail which shall be sent to New York State Department of State, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231-0001; and shall name NYS Department of State as certificate holder thereunder (General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85). The NYS Department of State as certificate holder requirement does not apply to Workers Compensation, Disability or Professional Liability coverage.

The Contractor shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by DOS. Such approval shall not be unreasonably withheld.

The Contractor shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to the State and rated at least "A" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall cause all insurance to be in full force and effect as of the commencement date of the Contract and to remain in full force and effect throughout the term of the Contract and as further required by the Contract. The Contractor shall not take any action or fail to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Contractor shall supply DOS updated replacement Certificates of Insurance, and amendatory endorsements.

Contractor shall, throughout the term of the Contract or as otherwise required by the Contract, obtain and maintain in full force and effect the following insurance with limits not less than those described below and as required by the terms of the Contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

(1) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent Contractors, products completed operations, broad form property damage, personal and advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse and underground coverage.

(a) If such insurance contains an aggregate limit, it shall apply separately on a per job or per project basis.

(2) Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

(3) If the work involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any petroleum, petroleum product, hazardous material or substance, the Contractor shall maintain in full force and effect throughout the term hereof, pollution legal liability insurance with limits of not less than \$5,000,000, providing coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against DOS arising from the Contractor's work.

(a) If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

(b) If the Contract includes disposal of materials from the job site, the Contractor must furnish to DOS, evidence of pollution legal liability insurance in the amount of \$2,000,000 maintained by the disposal site operator for losses arising from the disposal site accepting waste under this Contract.

(i) If autos are used for transporting hazardous materials, the Contractor shall provide pollution liability broadened coverage for covered autos (endorsement CA 99 48) as well as proof of MCS 90.

(4) If providing professional services, the Contractor shall maintain, or if subcontracting professional services, shall certify that Subcontractor maintain, errors and omissions liability insurance with a limit of not less than \$1,000,000 per loss.

(a) Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract and, if the project involves abatement, removal, repair, replacement, enclosure, encapsulation and/or disposal of any hazardous material or substance, it may not exclude bodily injury, property damage, pollution or asbestos related claims, testing, monitoring, measuring, or laboratory analyses.

(b) If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period exercised, for a period of not less than two years from the time work under this Contract is completed.

(5) Waiver of Subrogation. Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against DOS, or, if such waiver is unobtainable (a) an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against DOS or (b) any other form of permission for the release of DOS.

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of DOS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to DOS. Contractor's failure to obtain and/or

keep in effect any or all required insurance shall also provide the basis for DOS's immediate termination of any contract resulting from this RFP, subject only to a five business day cure period. Any termination by DOS under this section shall in no event constitute or be deemed a breach of any contract resulting from this solicitation and no liability shall be incurred by or arise against DOS of State its agents and employees therefore for lost profits or any other damages.

(6) Workers' Compensation/Disability Insurance. Workers' Compensation, Employer's Liability, and Disability Benefits meeting all New York State statutory requirements are required. If coverage is obtained from an insurance company through an insurance policy, the policy shall provide coverage for all states of operation that apply to the performance of the contract. In addition, if employees will be working on, near or over navigable waters, coverage provided under the US Longshore and Harbor Workers' Compensation Act must be included. Also, if the contract is for temporary services, or involves renting equipment with operators, the Alternate Employer Endorsement, WC 00 03 01A, must be included on the policy naming the People of the State of New York as the alternate employer.

PROOF OF COMPLIANCE WITH WORKERS' COMPENSATION COVERAGE REQUIREMENTS:

ACORD forms are **NOT** acceptable proof of workers' compensation coverage.

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, Contractors shall:

- (1) be legally exempt from obtaining workers' compensation insurance coverage;
or
- (2) obtain such coverage from insurance carriers;
or
- (3) be a Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to DOS at the time of bid submission or shortly after the opening of bids:

- (1) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);

Or

- (2) Certificate of Workers' Compensation Insurance:

- (a) Form C-105.2 (9/07) if coverage is provided by the Contractor's insurance carrier, Contractor must request its carrier to send this form to DOS;
or
- (b) Form U-26.3 if coverage is provided by the State Insurance Fund, Contractor must request that the State Insurance Fund send this form to DOS;
or
- (c) Certificate of Workers' Compensation Self-Insurance - Form SI-12, available from the New York State Workers' Compensation Board's Self-Insurance Office;
or
- (d) Certificate of Participation in Workers' Compensation Group Self-Insurance

Form GSI-105.2, available from the Contractor's Group Self-Insurance Administrator.

PROOF OF COMPLIANCE WITH DISABILITY BENEFITS COVERAGE REQUIREMENTS:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, Contractors shall:

- (1) be legally exempt from obtaining disability benefits coverage;
or
- (2) obtain such coverage from insurance carriers;
or
- (3) be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York **shall provide one of the following forms** to DOS at the time of bid submission or shortly after the opening of bids:

- (1) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.ny.gov);
or
- (2) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to DOS;
or
- (3) Form DB-155, Certificate of Disability Benefits Self-Insurance. The contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

All forms must name DOS as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

7.1.12 State Consultant Services Reporting

Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning contract employees working under State agency service and consulting contracts. State agency consultant contracts are defined as "contracts entered into by a state agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services" ("covered consultant contract" or "covered consultant services"). The amendments also require that certain contract employee information be provided to the state agency awarding such contracts, the Office of the State Comptroller (OSC), the Division of the Budget and the Department of Civil Service (CS). The effective date of these amendments is June 19, 2006. The requirements will apply to covered contracts awarded on and after such date.

To meet these requirements, winning Proposers for procurements involving consultant services agree to complete:

- Form A – the Contractor's Planned Employment Form.
- Form B – the Contractor's Annual Employment Report throughout the term of the Contract by May 1st of each year.

The following information must be reported for each covered consultant contract in effect at any time between the preceding April 1st through March 31st fiscal year or for the period of time such contract was in effect during such prior State fiscal year:

1. Total number of employees employed to provide the consultant services, by employment category.
2. Total number of hours worked by such employees.
3. Total compensation paid to all employees that performed consultant services under such Contract.*

(Information must be reported on the Contractor's Annual Employment Report (Form B) or other format stipulated by DOS.)

**NOTE: The information to be reported is applicable only to those employees who are directly providing services or directly performing covered consultant services. However, such information shall also be provided relative to employees of Subcontractors who perform any part of the service contract or any part of the covered consultant contract. This information does not have to be collected and reported in circumstances where there is ancillary involvement of an employee in a clerical, support, organizational or other administrative capacity.*

Contractor agrees to simultaneously report such information via Form B to the Department of Civil Service, the Office of the State Comptroller and the Department of State, as designated below:

NYS Office of the State Comptroller
Bureau of Contracts
110 State St, 11th floor
Albany, NY 12236
Attn: Consultant Reporting

NYS Department of State
Contract Administration Unit
1 Commerce Plaza
99 Washington Avenue, Suite 1110
Albany, NY 12231
RFP #22-DRINYF-20

NYS Department of Civil Service
Alfred E. Smith Office Building
Albany, NY 12239

Contractor is advised herein and understands that this information is available for public inspection and copying pursuant to section 87 of the New York State Public Officers Law (Freedom of Information Law). In the event individual employee names or social security numbers are set forth on a document, the state agency making such disclosure is obligated to redact both the name and social security number prior to disclosure.

7.1.13 Lobbying Statute Summary

Pursuant to State Finance Law §§ 139-j and 139-k, this Request for Proposal includes and imposes certain restrictions on communications between a Governmental Entity and a Proposer during the procurement process. A Proposer is restricted from making contacts from the earliest posting, on a Governmental Entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with article four-C of the economic development law of written notice, advertisement or solicitation of a

request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Proposers intending to result in a Procurement Contract with a Governmental Entity through final award and approval of the Procurement Contract by the Governmental Entity and, if applicable, the Office of the State Comptroller (“Restricted Period”) to other than the Designated Contacts for the Governmental Procurement unless it is a Contact that is included among certain statutory exceptions set forth in State Finance Law § 139-j(3)(a). The Designated Contact(s) for this Governmental Procurement, as of the date hereof, are also required to obtain certain information when contacted during the Restricted Period and make a determination of the responsibility of the Proposer pursuant to these two statutes. Certain findings of nonresponsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Proposer is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at <https://www.dos.ny.gov/procurement/lobby.htm>.

7.1.14 New York State Tax Law Section 5-a

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors’ sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its subcontractor(s) a new Form ST-220-TD must be filed with DTF.

If awarded a contract, Form ST-220-CA must be filed with the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with proposal submission). Failure to make either of these filings may render a Proposer non-responsive and non-responsible. Proposers shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at 1-800-698--2909 for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF website: <http://www.nystax>.

7.1.15 Contractor Requirements and Procedures for Business Participation Opportunities for New York State Certified Minority and Women Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women

Pursuant to New York State Executive Law Article 15-A, DOS recognizes its obligation under the law to promote business opportunities for maximum feasible participation of certified minority- and women-owned businesses (MWBEs) and the employment of minority group members and women in the performance of DOS contracts.

In 2016, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published in June 2017, under the title "State of New York 2016 MWBE Disparity Study" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that Department of State establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

For purposes of this solicitation, DOS hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that DOS may withhold payment pursuant to any subcontract awarded as a result of this RFP and additional written authorization pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?XID=8241&TN=ny>. For guidance on how DOS will determine a Contractor's "good faith efforts" refer to 5 NYCRR §142.8.

The Proposer understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the broker's contract.

In accordance with 5 NYCRR § 142.13, the Proposer further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a subcontract

resulting from this RFP, such finding constitutes a breach of contract and DOS may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) all sums identified for payment to MWBEs had the Contractor achieved the relevant MWBE goals; and
- 2) all sums actually paid to MWBEs for work performed or materials supplied under the subcontract.

By submitting a bid or proposal, a bidder on the Contract (“Bidder”) agrees to demonstrate its good faith efforts to achieve its goals for the utilization of MWBEs by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com/?TN=ny>, provided, however, that a Proposer may arrange to provide such evidence via a non-electronic method by contacting Department of State.

Additionally, a Bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

A. An MWBE Utilization Plan with their bid or proposal. The MWBE Utilization Plan (Form D) can be found at <https://dos.ny.gov/supplier-diversity>. Any modifications or changes to the MWBE Utilization Plan after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to Department of State.

Department of State will review the submitted MWBE Utilization Plan and advise the Bidder of Department of State acceptance or issue a notice of deficiency within 30 days of receipt.

B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the Department of State, address, phone and fax information, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by Department of State to be inadequate, Department of State shall notify the Bidder and direct the Bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

Department of State may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver; or
- d) If Department of State determines that the Bidder has failed to document good faith efforts.

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract.

Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to Department of State, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the Department of State, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

In the event subcontracting is allowed through written authorization, DOS hereby establishes an overall goal of 30% for MWBE participation, 15% for New York State-certified Minority-owned Business Enterprise ("MBE") participation and 15% for New York State-certified Women-owned Business Enterprise ("WBE") participation (based on the current availability of MBEs and WBEs). To that end, by submitting a response to this RFP, the Proposer agrees that DOS may withhold payment pursuant to any subcontract awarded as a result of this RFP and additional written authorization pending receipt of the required MWBE documentation.

In accordance with 5 NYCRR § 142.13, the Proposer further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a subcontract resulting from this RFP, such finding constitutes a breach of contract and DOS may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) all sums identified for payment to MWBEs had the Contractor achieved the relevant MWBE goals; and
- 2) all sums actually paid to MWBEs for work performed or materials supplied under the subcontract.

Requests for a partial or total waiver of established goal requirements made subsequent to a subcontract may be made at any time during the term of the Contract to DOS, but must be made no later than prior to the submission of a request for final payment on the Contract.

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Proposer agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts including Clause 12 - Equal Employment Opportunities for Minorities and Women OR Authority equivalent to Appendix A. The Proposer is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Proposer, to undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Proposer will be required to submit a Minority and Women-owned Business Enterprise and Equal Employment Opportunity Policy Statement Form A to DOS within 10 days of notice of award.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Form B) identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit an Equal Employment Opportunity Workforce Employment Utilization Compliance Report identifying the workforce actually utilized on the Contract, if known, through the New York State Contract System; provided, however, that a Bidder may arrange to provide such report via a non-electronic method by contacting:

dos.sm.mwbe@dos.ny.gov.

If awarded a Contract, Proposer shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by DOS on a Quarterly basis during the term of the Contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the “Human Rights Law”), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of age, race, creed (religion), color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status or status as a victim of domestic violence or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

7.1.16 Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. DOS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Contract Goals

A. DOS hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to DOS at dos.sm.sdvob@dos.ny.gov. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.

B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

SDVOB Utilization Plan

A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid. Form SDVOB 100 can be found at <https://dos.ny.gov/supplier-diversity>.

B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to DOS.

C. DOS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of DOS' acceptance or issue a notice of deficiency within 20 days of receipt.

D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to DOS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by DOS to be inadequate, DOS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by DOS, a request for a

partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

E. DOS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:

- (a) If a Bidder fails to submit an SDVOB Utilization Plan;
- (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- (c) If a Bidder fails to submit a request for waiver; or
- (d) If DOS determines that the Bidder has failed to document good faith efforts.

F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.

G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, DOS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

Request for Waiver

A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to DOS for guidance.

B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by DOS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, DOS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to DOS, but must be made no later than prior to the submission of a request for final payment on the Contract.

D. If DOS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, DOS may issue a notice

of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

E. Waiver requests should be sent to DOS.

Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by DOS with certified SDVOBs whom DOS determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to DOS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 and should be completed by the Contractor and submitted to DOS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: dos.sm.sdvob@dos.ny.gov.

Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

7.1.17 Executive Order 16

Executive Order 16 prohibits state agencies and authorities from contracting with businesses conducting business in Russia. Please see the guidelines under this Executive Order and the Certification located here: <https://ogs.ny.gov/EO-16>. The certification must be submitted by all proposers.

7.1.18 Iran Divestment Act

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Proposers/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>. Proposers/Offerers further certify that they will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Proposer/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

DOS reserves the right to reject any proposal, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

7.1.19 Sexual Harassment Policy and Training

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to the Proposer’s own organization, under penalty of perjury, that the Proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201-g of the labor law.

8. Reserved Rights

The Department of State Reserves the Right to:

- 1) Reject any or all proposals received in response to the RFP;
- 2) Withdraw the RFP at any time, at the agency’s sole discretion;
- 3) Make an award under the RFP in whole or in part;
- 4) Disqualify any Proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- 5) Seek clarifications and revisions of proposals;

- 6) Use proposal information obtained through site visits, management interviews and the state's investigation of a Proposer's qualifications, experience, ability or financial standing, and any material or information submitted by the Proposer in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
- 7) Prior to the proposal opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- 8) Prior to the proposal opening, direct Proposers to submit proposal modifications addressing subsequent RFP amendments;
- 9) Change any of the scheduled dates including, but not limited to, the anticipated project timeline dates;
- 10) Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Proposers;
- 11) Waive any requirements that are not material;
- 12) Negotiate with the successful Proposer within the scope of the RFP in the best interests of the State. DOS will negotiate the contract for services in fulfillment of the needs of this RFP on the basis of demonstrated competence and qualifications. Contract negotiations may include, but are not limited to, the selected Proposer's price proposals to ensure work is accomplished at fair and reasonable rates. DOS will negotiate the contract for services in which it reserves the right to:
 - a. Adjust the total amount of funding based on the program's success, funding source approval requirements, or any other relevant factors;
 - b. Terminate the contract at any time if the contractor is underperforming, or require the contractor to terminate staff that are underperforming;
 - c. Terminate the contract at any time with written notice not less than thirty (30) days;
 - d. Incorporate necessary program changes by modifying or adding to the services required;
 - e. Tailor the services as needed within the scope of the contract; and
 - f. Interview Proposers or individuals assigned to work on the desired contracting services as a secondary stage in the selection process, if determined necessary by DOS.
- 13) If unsuccessful in negotiating a state contract with the selected applicant within an acceptable time frame, the Department may begin state contract negotiations with the next ranked qualified applicant(s) in order to serve and realize the best interests of the state;
- 14) Utilize any and all ideas submitted in the proposals received;

- 15) Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 365 days from the proposal opening;
- 16) Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Proposer's proposal and/or to determine a Proposer's compliance with the requirements of the solicitation;
- 17) Waive or modify minor irregularities in applications received;
- 18) Not fund a proposal that fails to submit a clear and concise work plan or budget;
- 19) Adjust or correct cost figures with the concurrence of the applicant if errors exist and can be documented to the satisfaction of the Department of State and the State Comptroller;
- 20) Award more than one contract resulting from this RFP; and
- 21) In its sole discretion, determine the total number of awards to be granted pursuant to this RFP.
- 22) In its sole discretion, make more than two awards to any consultant in the event that no awards were made in a particular region for either the DRI or NYF grant program.
- 23) Negotiate with proposers to accept award of additional Regions for which no awards were made.
- 24) Award additional contracts based on final rank order and availability by Program/Region in the event that the awarded Proposer does not have the capacity to take on the project in their Program/Region in future years.
- 25) Negotiate geographic distribution in the best interests of the State.
- 26) Request a Best and Final Offer (BAFO) from all eligible Proposers; and
- 27) In the event that a workplan submitted post award during contract negotiations is substantially different from the application submitted through the procurement process, DOS reserves the right to require modifications to the workplan to bring it into conformance with the application. If no such modifications are made and approved within a reasonable time period, DOS may rescind the award and make funding available to the next highest scoring application.

Attachment 1: Non-Collusive Bidding Certification

22-DRINYF-20

By submission of this proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization under penalty of perjury, that to the best of his/her knowledge and belief:

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
3. No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

Proposer's Name

By:

Signature Date

Print:

Name: _____

Title: _____

Attachment 2: Conflict of Interest Statement

RFP #22-DRINYF-20

The Proposer proposing to provide services pursuant to this solicitation, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this solicitation does not and will not create a conflict of interest with nor position the Proposer to breach any other contract currently in force with the State of New York. Furthermore, the Proposer attests that it will not act in any manner that is detrimental to any State project on which the Proposer is rendering services.

Specifically, the Proposer attests that:

1. The fulfillment of obligations by the Proposer, as proposed in the response, does not violate any existing contracts or agreements between the Proposer and the State;
2. The fulfillment of obligations by the Proposer, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Proposer has regarding any existing contracts or agreements between the Proposer and the State;
3. The fulfillment of obligations by the Proposer, as proposed in the response, does not and will not compromise the Proposer's ability to carry out its obligations under any existing contracts between the Proposer and the State;
4. The fulfillment of any other contractual obligations that the Proposer has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Solicitation;
5. During the negotiation and execution of any contract resulting from this Solicitation, the Proposer will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Solicitation, the Proposer will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Proposer, nor any former officer or employee of the Proposer who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and
8. The Proposer has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the

performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

9. Steps will be taken to ensure the avoidance of the appearance of any impropriety and/or improper conduct.

Proposer(s) responding to this Solicitation should note that the State recognizes that conflicts may occur in the future because a Proposer may have existing or new relationships. The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

Proposer's Name: _____

By: _____
Signature Date

Print Name: _____

Title: _____

Attachment 3: Lobbying Form

Offerer's Affirmation of Understanding of and Agreement Pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

Background:

State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

Instructions:

A Governmental Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible Contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name:

Title:

Contractor Name:

Contractor Address:

1. Offeror Disclosure of Prior Non-Responsibility Determinations

Note: Government Entities may wish to consider integrating this language in their existing forms.

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offeror” and “Governmental Entity” are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

As an alternative to this form, the Governmental Entity may elect to incorporate this disclosure question into its procurement questionnaire, such as the New York State Standard Vendor Responsibility Questionnaire set out at <http://www.ogs.state.ny.us/procurecounc/pdfdoc/BestPractice.pdf>.

Offerer Disclosure of Prior Non-Responsibility Determinations (Continued)

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form:

Contract Procurement Number: _____ Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

NO

YES

If yes, please answer the next question.

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

NO

YES

3. Was the basis for the finding on non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

NO

YES

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

NO

YES

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Offeror's Certification of Compliance with State Finance Law §139-k(5)

Background:

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offeror that all information provided to the procuring Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Instructions:

A Governmental Entity must obtain the required certification that the information is complete, true and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to the certification and provide it to the procuring Governmental Entity. While the nature of the Procurement Contract will determine how to obtain the certification and when the certification should be obtained, the following documents have been identified for consideration:

- solicitation documents (such as an Invitation for Bids or Requests for Proposal);
- procurement contract; and
- other/stand alone certification.

It is recommended that the certification be obtained as early as possible in the process, such as when an Offeror submits its proposal, bid or other form of offer.

Offeror Certification

I certify that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

Attachment 4: Technical Proposal Transmittal Sheet

New York State Department of State, RFP #22-DRINYF-20

TECHNICAL PROPOSAL FOR _____ <i>(insert working group subject area)</i>		
Name of Proposer Organization (Legal name as it would appear on a contract)		
Mailing Address (Street address, P.O. Box, City, State, ZIP Code)		
Federal Employee Identification Number:		
If NYS Certified:		
Minority Business Enterprise (MBE) <input type="checkbox"/>		Woman Business Enterprise (WBE) <input type="checkbox"/>
Person authorized to act as the contact for this firm in matters regarding this proposal:		
Printed Name (First, Last):		Title:
Telephone number:		Fax number:
E-mail:		
Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:		
Printed Name (First, Last):		Title:
Telephone number:		Fax number:
E-mail:		
(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:		
Printed Name (First, Last):		Title:
Signature of Proposer or Authorized Representative		Date:

By signing this form below, you certify that:

- you are authorized on behalf of the applicant and its governing body to submit this application and to bind the Proposer to comply with the requirements listed in this RFP;
- the Proposer agrees to all terms and conditions contained in the draft contract attached hereto as Attachment 15;
- all of the information contained in this application and in all statements, data and supporting documents are true, correct and complete to the best of your knowledge and belief;
- the proposal price submitted on the Pricing Proposal will remain valid for a minimum of 365 days from the date of submission.
- by submission of this proposer, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Signature of Authorized Representative

Date

Attachment 5: Program and Regional Preferences

New York State Department of State, RFP #22-DRINYF-20

In the table below, the Proposer should indicate which Region/Program combination(s) for which they would like to be considered. The Proposer may also indicate any preferred Region/Program combination(s) by entering “Preferred”.

Region	DRI	NYF
Central New York		
Capital Region		
Finger Lakes		
Long Island		
Mohawk Valley		
Mid-Hudson		
New York City		
North Country		
Southern Tier		
Western New York		

Please indicate the type and number of awards the Proposer is interested in receiving:

1 DRI Region

1 NYF Region

2 DRI Regions

2 NYF Regions

1 DRI and 1 NYF Region

Name of Proposer: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Attachment 6: Diversity Practices Questionnaire

DIVERSITY PRACTICES QUESTIONNAIRE

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e., those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or noncontract- related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?¹

4. Does your company provide technical training² to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program? Yes or no

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

¹ Do not include onsite project overhead.

² Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program?
Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful Proposer? Yes or No

If Yes, complete the attached Utilization Plan

All information provided in connection with the questionnaire is subject to audit and any fraudulent statements are subject to criminal prosecution and debarment.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Attachment 7: Cost Proposal Transmittal Sheet

New York State Department of State, RFP #22-DRINYF-20

COST PROPOSAL FOR _____ <i>(insert working group subject area)</i>		
Name of Proposer <i>(Legal name as it would appear on a contract)</i>		
Mailing Address <i>(Street address, P.O. Box, City, State, ZIP Code)</i>		
Federal Employee Identification Number:		
If NYS Certified:		
Minority Business Enterprise (MBE) <input type="checkbox"/>	Woman Business Enterprise (WBE) <input type="checkbox"/>	
Person authorized to act as the contact for this firm in matters regarding this proposal:		
Printed Name <i>(First, Last)</i> :	Title:	
Telephone number:	Fax number:	
E-mail:		
Person authorized to obligate this firm in matters regarding this proposal or the resulting contract:		
Printed Name <i>(First, Last)</i> :	Title:	
Telephone number:	Fax number:	
E-mail:		
(CORPORATIONS) Name/Title of person authorized by the Board of Directors to sign this proposal on behalf of the Board:		
Printed Name <i>(First, Last)</i> :	Title:	
Signature of Proposer or Authorized Representative		Date:

By signing this form, the above Proposer or Authorized Representative attests that the proposal price submitted on the Bid Detail Sheet will remain valid for a minimum of 365 days from the date of submission.

Attachment 8: Cost Proposal Bid Form

New York State Department of State, RFP #22-DRINYF-20

No alterations may be made to the Cost Proposal Bid Form; any proposal that includes an altered Cost Proposal Bid Form may be disqualified.

Description of Staffing Categories	Rate	Estimated Hours*	Total**
<u>Engagement Partner</u> : The Engagement Partner should have at least five (5) years' experience in community planning, downtown revitalization, economic development projects, three (3) of those years serving in a leading role in three (3) or more projects for private or public entities which includes a state, local, or Federal agency, public authority within the United States. The engagement partner will manage and direct the overall team in the implementation of the project.			
<u>Project Manager</u> : The Project Manager will coordinate and delegate the assignments to the staff and sub-consultants and serve as the point of contact for DOS regarding new issues, project status, meetings, and deliverables. The Project Manager should have at least three years of experience and a strong working knowledge of the proposed methodologies, tools and techniques related to community planning, downtown revitalization, and economic development.			
<u>Senior Analyst</u> : The Senior Analyst working under the Project Manager will be responsible for performing the more complex analytical work, depending on the project, as well as day-to-day activities. The Senior Analyst will be expected to oversee a functional team. The Senior Analyst should demonstrate experience in one or more of the following areas: planning, economic and market analysis, landscape architecture, engineering, or design.			
<u>Associate Analyst</u> : The Associate Analyst will complete day-to-day project activities under the supervision of the Project Manager and the Senior Analyst.			
<u>Analyst</u> : The Analyst will assist in the completion of day-to-day project activities under the supervision of the Senior Analyst or Associate Analyst.			
<u>TOTAL</u>		2,000	

* Estimated hours are for proposal purposes only and are not a guarantee of hours under this contract.

** The Cost Proposal Bid Form is structured to allow the Department to evaluate rates proposed by each Proposer. The form should be completed based on a DRI proposal for one community (which is capped at \$300,000 total), or a NYF proposal for one community, however the rates entered will apply to any DRI and NYF awards received. Proposed rates and hours should be entered reflecting that the Proposer will complete all tasks required by Section 2 of this RFP. This form is for illustrative purposes only – the Department anticipates that the Proposer will incur costs for sub-consultants and other expenses outlined in Section 3 of the RFP and all adjusted costs (up to the amounts listed in Section 2 of this RFP) will be reflected when the actual contract budget is developed. See the budget included in the Sample Contract attached here as Attachment 15 for an example of how the contract budget will be structured.

Name of Proposer: _____

Signature of Representative: _____

Name of Representative: _____

Title of Representative: _____

Date: _____

Attachment 9: Executive Order 16

<https://dos.ny.gov/consultant-rfp-downtown-revitalization-initiative-and-new-york-forward>

Attachment 10: Consultant Disclosure Form A

<https://dos.ny.gov/consultant-rfp-downtown-revitalization-initiative-and-new-york-forward>

Attachment 11: ST-220-CA

<https://dos.ny.gov/consultant-rfp-downtown-revitalization-initiative-and-new-york-forward>

Attachment 12: MWBE Utilization Plan – Form D

MWBE Utilization Plan Form D can be found at: <https://dos.ny.gov/supplier-diversity>

Attachment 13: SDVOB Utilization Plan – Form SDVOB 100

SDVOB Utilization Plan Form SDVOB 100 can be found at: <https://dos.ny.gov/supplier-diversity>

Attachment 14: Sample Confidentiality Agreement

<https://dos.ny.gov/consultant-rfp-downtown-revitalization-initiative-and-new-york-forward>

Attachment 15: New York State Downtown Revitalization Initiative: Final Plan Guidance for Consultants

<https://dos.ny.gov/consultant-rfp-downtown-revitalization-initiative-and-new-york-forward>

Attachment 16: Sample Contract

<https://dos.ny.gov/consultant-rfp-downtown-revitalization-initiative-and-new-york-forward>